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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SHANGHAI ORIGINAL INC., :
Plaintiff, : Civil Action No: 1:19-CV-06748-AKH
v. :
NYC ZHANG CORP., :
Defendant. :
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PERMANENT INJUNCTION ON CONSENT

This action having been commenced by Plaintiff, Shanghai Original Inc. ("Plaintiff"), on July 19, 2019 against Defendant, NYC Zhang Corporation ("Defendant"), alleging claims against Defendants, including *inter alia*, trademark counterfeiting, trademark infringement, and unfair competition [See ECF No. 1]; and

This Court having jurisdiction over the subject matter of this action, and over Plaintiff and Defendant; and

The Parties having now settled the controversies between them, including the instant Action, based on the terms and conditions of a separate Settlement Agreement, dated February 7th, 2020, wherein Defendant has agreed to entry of this Permanent Injunction on Consent; it is

ORDERED, ADJUDGED AND DECREED THAT:

1. Plaintiff is the owner of the trademark(s) as shown in the following U.S. Trademark Registrations:

Trademark	Reg. No.	Reg. Date	Goods
JOE'S SHANGHAI RESTURANT	2,786,562	11/25/2003	IC 043: RESTURANT SERVICES
DEER LOGO (Design)	2,987,527	08/23/2005	IC 043: RESTURANT SERVICES



(hereinafter, with JOE'S SHANGHAI, collectively referred to as the "Shanghai Original Marks").

2. Defendant and its officers, agents, servants, employees, and all persons in active concert and participation with them are hereby permanently restrained and enjoined:

- A. From using the Shanghai Original Marks;
- B. From offering services using or under the Shanghai Original Marks;
- C. From possessing, receiving, manufacturing, distributing, advertising, promoting, returning, offering for sale or otherwise disposing of in any manner, holding for sale or selling any goods, labels, tags, fabrics, textiles, logos, decals, emblems, signs, and other forms of markings, any packaging, wrappers, pouches, containers and receptacles, and any catalogs, price lists, promotional materials and the like bearing a copy or colorable imitation of the Shanghai Original Marks;
- D. From using any logo, trade name or trademark which may be calculated to falsely represent, or which has the effect of falsely representing that the services or products of Defendant is sponsored by, authorized by, or in any way associated with Plaintiff;

- E. From infringing the Shanghai Original Marks;
- F. From otherwise unfairly competing with Plaintiff;
- G. From falsely representing themselves as being connected with Plaintiff or sponsored by or associated with Plaintiff;
- H. From using any reproduction, counterfeit, copy, or colorable imitation of the Shanghai Original Marks in connection with the publicity, promotion, sale, or advertising of goods sold by, or services offered by, Defendant including, without limitation, food and drinks and related items bearing a copy or colorable imitation of the Shanghai Original Marks;
- I. From affixing, applying, annexing, or using in connection with the sale of any goods, or offering of any services, a false description or representation, including words or other symbols tending to falsely describe or represent such goods or services as being those of Plaintiff and from offering such goods or services in commerce;
- J. From using any trademark or trade name in connection with the sale of any goods or services which may be calculated to falsely represent such goods or services as being connected with, approved by or sponsored by Plaintiff;

3. The Parties having entered into a separate Settlement Agreement, dated February
7th 2020, this Permanent Injunction is entered without an award of damages, costs or counsel fees to either party.

4. This Court shall retain exclusive jurisdiction over the Parties in order to enforce the terms of this Permanent Injunction.

5. Should it become necessary for Plaintiff to enforce any term of this Permanent

Injunction against Defendant, Plaintiff shall be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such enforcement.

APPROVED AS TO FORM:

AMSTER ROTHSTEIN & EBENSTEIN LLP
Attorneys for Plaintiff, Shanghai Original Inc.

By: 
Chester Rothstein, Esq.
Richard S. Mandaro, Esq.
90 Park Avenue
New York, NY 10016

SAHN WARD COSCHIGNANO, PLLC
Attorneys for Defendant, NYC Zhang Corporation

By: _____
Adam H. Koblenz, Esq.
333 Earle Ovington Boulevard, Suite 601
Uniondale, New York 11553

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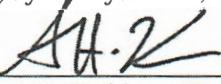
Injunction against Defendant, Plaintiff shall be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such enforcement.

APPROVED AS TO FORM:

AMSTER ROTHSTEIN & EBENSTEIN LLP
Attorneys for Plaintiff, Shanghai Original Inc.

By: _____
Chester Rothstein, Esq.
Richard S. Mandaro, Esq.
90 Park Avenue
New York, NY 10016

SAHN WARD COSCHIGNANO, PLLC
Attorneys for Defendant, NYC Zhang Corporation

By: 

Adam H. Koblenz, Esq.
333 Earle Ovington Boulevard, Suite 601
Uniondale, New York 11553

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CONSENTS

The Undersigned hereby consent to the foregoing **PERMANENT INJUNCTION ON CONSENT.**

SHANGHAI ORIGINAL, INC.

By:

TUN YEE LAM

Title: President

Dated: February 5, 2020

NYC ZHANG CORPORATION

By: _____

Title: _____

Dated: _____

SO ORDERED:

Dated: New York, New York
February __, 2020

**THE HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE**

CONSENTS

The Undersigned hereby consent to the foregoing **PERMANENT INJUNCTION ON CONSENT.**

SHANGHAI ORIGINAL, INC.

By: _____

Title: _____

Dated: _____

NYC ZHANG CORPORATION

By: Chu Chu Qin

Title: President

Dated: Feb 7, 2020

SO ORDERED:

Dated: New York, New York
Feb. 11, 2020


THE HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE